

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MUTINTA MICHELO, KATHERINE SEAMAN,)
MARY RE SEAMAN, and SANDRA TABAR,)
individually and on behalf of all others similarly)
situated,)
Plaintiffs,)
v.) No. 18-cv-1781 (PGG) (BCM)
NATIONAL COLLEGIATE STUDENT LOAN)
TRUST 2007-2; NATIONAL COLLEGIATE)
STUDENT LOAN TRUST 2007-3;)
TRANSWORLD SYSTEMS, INC., in its own right and)
as successor to NCO FINANCIAL SYSTEMS, INC.;)
EGS FINANCIAL CARE INC., formerly known as)
NCO FINANCIAL SYSTEMS, INC.; and)
FORSTER & GARBUS LLP,)
Defendants.)
CHRISTINA BIFULCO, FRANCIS BUTRY,)
and CORI FRAUENHOFER, individually and on)
behalf of all others similarly situated,)
Plaintiffs,)
v.) No. 18-cv-7692 (PGG) (BCM)
NATIONAL COLLEGIATE STUDENT LOAN)
TRUST 2004-2; NATIONAL COLLEGIATE)
STUDENT LOAN TRUST 2006-4;)
TRANSWORLD SYSTEMS, INC., in its own right and)
as successor to NCO FINANCIAL SYSTEMS, INC.;)
EGS FINANCIAL CARE INC., formerly known as)
NCO FINANCIAL SYSTEMS, INC.; and)
FORSTER & GARBUS LLP,)
Defendants.)

STIPULATION AND [PROPOSED] ORDER
OF DISMISSAL WITH PREJUDICE PURSUANT TO F.R.C.P. 41(a)(1)(A)(ii)

Plaintiffs and Defendants in the above-captioned actions, through their respective counsel, hereby stipulate and agree that all claims and causes of action asserted by Plaintiff Mutinta Michelo (“Michelo”) against any and all Defendants in the above-captioned actions are dismissed with prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure. Each party shall bear its own costs, expenses, and attorneys’ fees.

As a condition of Defendants’ stipulation to the dismissal of Michelo’s claims, Plaintiffs agree that they will not rely upon or cite to any discovery, including deposition testimony or documents, propounded by or related to Michelo or her co-defendant in the applicable underlying state court action, Derek Chestnut.

Defendants agree that they will not, as a result of this dismissal, seek renewed Rule 12 motion practice, seek adverse factual inferences, or seek discovery regarding the dismissal.

The Clerk of Court is directed not to terminate any party other than Michelo.

SO-ORDERED:

Dated: May 12, 2021



Paul G. Gardephe
United States District Judge

Dated: May 10, 2021

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